



Marcia Mayeda, Director

May 03, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO ACCEPT A GRANT AWARD  
OF UP TO \$225,000 FROM BEST FRIENDS ANIMAL SOCIETY  
TO SUPPORT POSITIVE OUTCOMES FOR CATS AND DOGS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Animal Care and Control is seeking Board approval to accept a grant award of up to \$225,000 from Best Friends Animal Society designated to support and expand the Department's cat and dog lifesaving programs.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of Animal Care and Control, or her designee, to accept a grant award of up to \$225,000 from Best Friends Animal Society and to execute all required contracts, agreements, reports, exhibits, and amendments associated with the acceptance and use of the grant subject to County Counsel's approval as to form.
2. Delegate authority to the Director of Animal Care and Control, or her designee, to execute a license agreement, substantially similar to Attachment I, to allow Best Friends Animal Society to use the Department of Animal Care and Control name, trademarks, and logos as they may be captured in the publicity photographs and video recordings in promotional material supporting Best Friends Animal Society.
3. Instruct the Department of Animal Care and Control to prepare and send a letter of appreciation to Best Friends Animal Society for their generous grant award.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Department of Animal Care and Control (Department) will be awarded a grant of \$225,000 by Best Friends Animal Society (Best Friends) upon execution of the grant agreement. It will be issued in four separate installments of \$50,000. Best Friends has also offered a bonus grant of \$25,000 if agreement incentives are met for a total of up to \$225,000 in grant funds. Best Friends is a nonprofit corporation based in Kanab, Utah, whose mission is “No More Homeless Pets.” Best Friends helps save animal lives by working with network partners, such as the Department, and providing financial assistance for animal lifesaving programs.

The grant funds are designated to increase positive outcomes for cats and dogs and will be used to support and enhance the Department’s current lifesaving programs. Best Friends is also offering an additional \$25,000 in grant funding if the Department is able to achieve a 90 percent aggregate save rate for cats and dogs over the first six months of this grant period. If awarded, a separate board letter will be issued to request acceptance of the additional funds.

To accept the grant funds, Best Friends will require the Department to enter into a grant agreement on behalf of the County that provides for mutual indemnification for activities related to the use of the grant funds. Included in this agreement is a Trademark/Publicity Usage Agreement that will permit Best Friends to use the Department of Animal Care and Control’s name, trademarks, and logos--as they may be captured in the publicity photographs and video recordings--in promotional material supporting Best Friends Animal Society (Attachment I).

## **Implementation of Strategic Plan Goals**

The acceptance of this grant award will support the County’s Strategic Plan, Goal II.2, Support the Wellness of our Communities in addition to Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by making use of external resources to save the lives of cats and dogs in the Department’s care and in our communities.

## **FISCAL IMPACT/FINANCING**

There is no impact on Net County Cost. The \$225,000 grant will be added to Miscellaneous Revenue (Revenue Code 9686) for the expansion of the Department’s dog and cat lifesaving programs.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Government Code Section 25335 permits the County to accept grants, donations, or other gifts for a specific County purpose. Section 9.2.2 of the County Fiscal Manual states that grant applications must be cleared by County Counsel.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This grant award will enhance current services by supporting the Department in implementing and expanding animal lifesaving programs. Cats, kittens, and large-breed dogs are the animals most vulnerable to poor outcomes, including euthanasia, at this time in Los Angeles County. The supported lifesaving programs align with the Department’s mission and its implementation of Managed Intake in March 2020, a new approach focusing on support to keep pets out of shelters.

**CONCLUSION**

Upon approval, the Department is requested to send a letter thanking Best Friends for their generous grant award. A draft appreciation letter is Attachment II. Please return one adopted copy of this letter to the Department.

Respectfully submitted,



MARCIA MAYEDA  
Director

MM:AMJ:BK:rm

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office

**BEST FRIENDS ANIMAL SOCIETY  
DRAFT TRADEMARK/PUBLICITY USAGE AGREEMENT**

This Trademark/Publicity Usage Agreement ("Agreement") is between BEST FRIENDS ANIMAL SOCIETY ("Best Friends"), a Utah 501(c)(3) nonprofit organization with its principal place of business located at 5001 Angel Canyon Road, Kanab, UT 84741, and the COUNTY OF LOS ANGELES ("County") through its Los Angeles County Animal Care and Control Department, with its principal place of business at 5898 Cherry Avenue, Long Beach, CA 90805.

**RECITALS**

WHEREAS, County owns all intellectual and proprietary rights, including trademark rights, in and to Los Angeles County Animal Care and Control Department's name, tradenames, trademarks, and logos ("Trademarks"); and

WHEREAS, Best Friends has provided to the County a donation of up to \$225,000 for the purpose of supporting Dog and Cat Lifesaving Programs, and in exchange for such donation, Best Friends wishes to seek use of the Trademarks for publicity purposes related to its Best Friends non-profit organization to promote Best Friends charitable work ("Purpose"); and

WHEREAS, the parties wish to memorialize how the Trademarks will be used given the Trademarks are owned by the County, a governmental entity; and

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

**TERMS**

1. The Recitals contained herein are contractual in nature and are not merely recitals, and are incorporated herein.
2. For good and valuable consideration, the County hereby permits, authorizes, grants, and licenses on a non-exclusive basis, to Best Friends (including its directors, officers, employees, agents, successors and assigns) the rights to publish, display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, license, otherwise use, and permit others to use the Trademarks as they may be captured in the publicity photographs, film, or recordings identified as: any materials that are created by Best Friends employees or agents relating to Best Friends work including but not limited to, activities associated with County's programs relating to companion animals ("BFAS Publicity Materials") (collectively, the "License"). The License does not include the right to use any other County name, tradenames, trademarks, and logos, aside from those associated with the Los Angeles County Animal Care and Control Department, and further does not include the right to use the Trademarks separate and apart from the

BFAS Publicity Materials. Best Friends shall strictly use the Trademarks for the Purpose identified herein, and for no other purposes.

3. County agrees that the License is perpetual, throughout the world, and applies to any medium or format whatsoever, whether it exists now or is created in the future, including but not limited to, magazines, brochures, and other print publications, electronic media, motion pictures, television broadcasts, cablecast, satellite, radio broadcasts, the internet and other digital transmission or delivery methods, mobile applications, and any other electronic platform.

4. Best Friends agrees that it will not use the Trademarks and BFAS Publicity Materials in a manner that is illegal, derogatory, offensive or in a manner which disparages, harms, or negatively impacts the County's reputation or image.

5. County agrees that Best Friends is not required to use the Trademarks in any BFAS Publicity Materials, and that if it does use them, it shall owe County no form of royalty, payment, or other compensation in connection with their use.

6. Best Friends agrees that all intellectual property rights, ownership, title and interest in the Trademarks shall remain with County. County agrees that Best Friends shall be the exclusive owner of all rights, including copyright, in the BFAS Publicity Materials. County irrevocably transfers, assigns, and otherwise conveys to Best Friends its entire right, title, and interest, if any, in and to the BFAS Publicity Materials and all copyrights and other intellectual property rights in the BFAS Publicity Materials arising in any jurisdiction throughout the world in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. In return, Best Friends grants to County the right to use, publish, display, exhibit, transmit, broadcast, reproduce, record, photograph, and digitize the BFAS Publicity Materials, in any medium or format whatsoever, whether it exists now or is created in the future, for the County's governmental purposes.

7. Should Best Friends use any BFAS Publicity Materials containing the Trademarks, County shall have the right to review, approve and reject all proposed uses of the BFAS Publicity Materials at least five (5) business days before the materials are used, distributed, displayed, or otherwise placed in the stream of commerce in any manner. County may reject any use of the BFAS Publicity Materials that does not meet its approval, provided that such approval may not be unreasonably withheld.

8. Any credit or other acknowledgment of County, if any, shall be determined by Best Friends in Best Friends' sole discretion.

9. Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been duly given when delivered by email, personally,

or sent by certified mail, return receipt requested, in a postage paid envelope addressed to the party at the address set out below:

County of Los Angeles

Frank Corvino  
fcorvino@animalcare.lacounty.gov  
Deputy Director  
Department of Animal Care and Control  
5898 Cherry Ave, Long Beach, CA 90805

David Beaudet  
dbeaudet@counsel.lacounty.gov  
Office of the County Counsel  
500 West Temple, Suite 600  
Los Angeles CA 90012

Best Friends

Marc Peralta  
[marcp@bestfriends.org](mailto:marcp@bestfriends.org)  
Chief Program Officer  
5001 Angel Canyon Rd.  
Kanab, UT 84741

General Counsel  
[legal@bestfriends.org](mailto:legal@bestfriends.org)  
Legal Department  
5001 Angel Canyon Rd.  
Kanab, UT 84741

10. County understands and agrees that this Agreement is binding on and inures to Best Friends benefit and the benefit of Best Friends and its respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in California and County hereby irrevocably consents to the exclusive jurisdiction of such courts.

**BY SIGNING, BOTH PARTIES ACKNOWLEDGE THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT.**

In the event this Agreement is signed electronically, the parties agree that electronic signatures is intended to authenticate this writing and to have the same force and effect as a hand-written signature.

<b>Los Angeles County, California, through the Los Angeles County Department of Animal Care and Control</b>	<b>Best Friends Animal Society</b>
<b>Name:</b> Marcia Mayeda	<b>Name:</b> Marc Peralta
<b>Title:</b> Director	<b>Title:</b> Chief Program Officer
<b>Signature:</b>	<b>Signature:</b>
<b>Date:</b>	<b>Date:</b>



LOS ANGELES COUNTY

**ANIMAL CARE & CONTROL** | **redefining CARE**



Attachment II

Marcia Mayeda, Director

DRAFT

Ms. Michelle Logan  
Director, National Shelter Embed Programming  
Best Friends Animal Society  
[michellel@bestfriends.org](mailto:michellel@bestfriends.org)

Dear Ms. Logan:

The County of Los Angeles accepted, with gratitude, a grant award of up to \$225,000 from the Best Friends Animal Society to support and expand the Department's cat and dog lifesaving programs.

On behalf of the County, I express our appreciation to you for this generous grant award. Given the COVID-19 pandemic, this thank you letter is being issued by the Department of Animal Care and Control instead of the Board of Supervisors, but the Board did publicly recognize your generous grant at a recent televised Board meeting.

Sincerely,

MARCIA MAYEDA  
Director

MM:rm

Sec:\BoardCorr\TY ltr to Best Friends \$225K grant

c: Chief Executive Office  
Best Friends Animal Society (Kaylee Hawkins, Marc Peralta)

Agoura ACC  
29525 Agoura Road  
Agoura Hills, CA 91301  
(818) 991-0071

Baldwin Park ACC  
4275 N. Elton Street  
Baldwin Park, CA 91706  
(626) 962-3577

Carson/Gardena ACC  
216 W. Victoria Street  
Gardena, CA 90248  
(310) 523-9566

Castaic ACC  
31044 N. Charlie Canyon Rd.  
Castaic, CA 91384  
(661) 257-3191

Downey ACC  
11258 S. Garfield Ave.  
Downey, CA 90242  
(562) 940-6898

Lancaster ACC  
5210 W. Avenue I  
Lancaster, CA 93536  
(661) 940-4191

Palmdale ACC  
38550 Sierra Highway  
Palmdale, CA 93550  
(661) 575-2888

Administrative Office  
5898 Cherry Avenue  
Long Beach, CA 90805  
(800) 253-3555

[www.animalcare.lacounty.gov](http://www.animalcare.lacounty.gov)